

04-525



# U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT

**CONFORMED  
COPY**

USAID Grant Agreement No. 263-0287

## STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN THE

ARAB REPUBLIC OF EGYPT

AND THE

UNITED STATES OF AMERICA

FOR

HEALTHIER, PLANNED FAMILIES

Dated:

30 SEP 2002

"Certified to be a true copy  
of the original document  
signed by Ambassador G. David Welch  
and Fayza Aboulnaga, Minister  
of State for Foreign Affairs."

*Karen Hunter*

Karen Hunter  
Legal Advisor

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ECCC	41000	HES20223263BG13
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By	HA	Date 09/30/02
		CACS

USAID Grant No. 263-0287

STRATEGIC OBJECTIVE GRANT AGREEMENT

For

HEALTHIER, PLANNED FAMILIES

Dated: 30 SEP 2002

Between

The Arab Republic of Egypt ("A.R.E." or the "Grantee")

and

The United States of America ("U.S.A."), acting  
through the United States Agency for International  
Development ("USAID").

Article 1: Purpose.

The purpose of this Strategic Objective Grant Agreement ("Agreement") is to set out the understanding of the parties named above (the "Parties") about the Strategic Objective and Results described below.

Article 2: Strategic Objective and Results.

Section 2.1. Strategic Objective. The Strategic

Objective sought by this Agreement is "Healthier, Planned Families" (the "Strategic Objective").

Section 2.2. Results. In order to achieve the Strategic Objective, the Parties agree to work together to achieve the following Results (the "Results"):

- (a) Improved family planning and reproductive health;
- (b) Improved maternal and child health;
- (c) Improved surveillance and response to infectious diseases;
- (d) More effective communications for healthy living;
- (e) More effective health workforce; and
- (f) Reformed health policy and improved use of management and health information.

Section 2.3. Annex 1, Amplified Description. Annex 1, attached, amplifies the above Strategic Objective and Results, describes the activities necessary to achieve them and the indicators by which their achievement will be measured. Within the limits of the above definitions of the Strategic Objective and Results in Sections 2.1 and 2.2, Annex 1 may be changed by written agreement of the authorized representatives of the Parties without formal amendment of this Agreement.

Article 3. Contributions of the Parties.

Section 3.1. USAID Contribution.

(a) The Grant. To help achieve the Strategic Objective and Results set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the A.R.E. under the terms of this Agreement an amount not to exceed Forty Million Eight Hundred Fifty Thousand United States ("U.S.") Dollars (\$40,850,000) (the "Grant").

(b) Total Estimated USAID Contribution. USAID's total estimated contribution to the Strategic Objective under this Agreement will not exceed One Hundred Eighty Six Million Six Hundred Fifty Thousand U.S. Dollars (\$186,650,000), which will be provided in increments. Subsequent increments will be subject to the availability of funds to USAID for this purpose and the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

Section 3.2. A.R.E. Contribution.

(a) The A.R.E. agrees to provide or cause to be provided all funds, in addition to those provided by USAID, and all other resources required to complete, on or before the Completion Date, all activities necessary to achieve the Strategic Objective and Results in this Agreement.

(b) Subject to the availability of funds for this purpose, the A.R.E. contribution will not be less than the Egyptian pound equivalent of Two Hundred Twenty Four Million Seven Hundred Fifty Six Thousand Five Hundred Twenty One United States ("U.S.") Dollars (\$224,756,521), including cash and in-kind contributions. The A.R.E. will report at least annually in a format to be agreed upon with USAID on its cash and in-kind contributions.

Article 4: Completion Date.

(a) The Completion Date, which is September 30, 2009, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all the activities necessary to achieve the Strategic Objective and Results will be completed.

(b) Except as USAID may otherwise agree in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed or goods furnished after the Completion Date.

(c) Requests for disbursement, accompanied by necessary

supporting documentation prescribed in Implementation Letters, as provided under Article A, Section A.2. of the Standard Provisions Annex (Annex 2), attached, are to be received by USAID no later than nine (9) months following the Completion Date, or such other period as USAID agrees to in writing before or after such period. After such period USAID, at any time or times, may give notice in writing to the A.R.E. and reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of such period.

Article 5: Requirement Precedent to Disbursement.

Section 5.1. First Disbursement. Prior to the first Grant disbursement under this Agreement, or to the issuance by USAID of documentation pursuant to which such Grant disbursement will be made, the A.R.E. will, except as the Parties may otherwise agree in writing, furnish to USAID in satisfactory form and substance a statement of the names and titles of the persons authorized pursuant to Section 7.2 to act as the representatives

of the counterpart Ministry for each activity identified in Annex 1, and of any additional representatives, together with a specimen signature of each person so designated; provided, however, that such a statement and specimen signature shall not be required if they have been previously submitted to USAID as a requirement precedent to disbursement under a USAID grant listed in Annex 1 to this Agreement as the grant under which the activity was previously funded.

Section 5.2. Notification. USAID will promptly notify the A.R.E. when USAID has determined that the requirement precedent specified above have been met.

Section 5.3. Terminal Date for Requirement Precedent to Disbursement. The terminal date for meeting the requirement precedent specified in Section 5.1 is ninety (90) days from the effective date of this Agreement, or such later date as USAID may agree to in writing.

If this requirement precedent has not been met by the above terminal date, USAID, at any time, may terminate this Agreement by written notice to the A.R.E.

Article 6: Special Covenants.

Section 6.1. Payment of Taxes, Tariffs, Duties and other Levies. To the extent that any of the funds provided under the Grant are used to pay any taxes, tariffs, duties or other levies (including social insurance) for which an exemption is provided under Section B.4. of Annex 2 hereto, the A.R.E. agrees that the Ministry of Health and Population, the Ministry of Information, or the Ministry of Higher Education, as appropriate, shall, unless otherwise expressly provided in Implementation Letters, pay the same with funds other than those provided by USAID under the Grant.

Section 6.2. Documentation Required for Duty-Free Importation of Commodities and Personal Effects. The A.R.E. agrees that the Ministry of Health and Population, the Ministry of Information, and the Ministry of Higher Education, as appropriate, shall provide to the Egyptian Customs Authority whatever documentation is required by, and is acceptable to, the Egyptian Customs Authority for the duty-free importation of any commodities (including vehicles) and personal effects for which an exemption from taxes, tariffs, duties, or other levies is provided under Section B.4. of Annex 2 hereto.



Section 6.3. Television and Radio Broadcast Time for Communications for Healthy Living Activity. The A.R.E. agrees that the Ministry of Information will provide from its own resources television and radio broadcast time sufficient to meet the public awareness objectives of the Communications for Healthy Living activity set forth in Annex I to this Agreement. The Parties agree that the amount of television and radio broadcast time and the planned schedule of the broadcasts will be mutually determined annually as part of the yearly planning for the Communications for Healthy Living activity.

Section 6.4. Monitoring and Evaluation. The Parties agree to establish a monitoring and evaluation program as part of the Agreement. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Agreement, and at one or more points thereafter:

(a) systematic monitoring and reporting of progress on performance indicators during the Agreement period;

(b) formal evaluation or review of the Agreement at critical points during the Agreement's implementation, using the information provided to improve attainment of the Agreement's Strategic Objective; and

(c) a summary of the performance indicators and development impact achieved as a result of the Agreement.

Article 7: Miscellaneous.

Section 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram, telefax or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the A.R.E.:

Ministry of Foreign Affairs  
International Cooperation Sector  
Economic Cooperation with USA  
48/50 Abdel Khalick Tharwat Street  
Cairo, Egypt

Ministry of Population and Health  
Magles El Shaab Street  
Cairo, Egypt

Ministry of Information  
Television Building  
Corniche El Nil Street, Maspero  
Cairo, Egypt

Ministry of Higher Education  
101 El Kasr El Aini Street  
Cairo, Egypt

To USAID:

USAID/Office Building  
Plot 1/A Off El Laselki Street  
New Maadi, Postal Code 11435  
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the A.R.E. will be represented by the individual holding or acting in the Office of Minister of State for Foreign Affairs and/or the Administrator of the Department for Economic Cooperation with U.S.A., International Cooperation Sector, and USAID will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than signing formal amendments to the Agreement or revising the Strategic Objective or Results. The names of the representatives of the A.R.E., with specimen signatures, will be provided to USAID, which may accept as duly authorized any instrument signed by such representatives in implementation

of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3. Standard Provisions Annex. A "Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

Section 7.4. Language of Agreement. This Agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version will prevail.

Section 7.5. Ratification. The A.R.E. will take all necessary action to complete all legal procedures necessary to ratification of this Agreement and will notify USAID as promptly as possible of the fact of such ratification.

Section 7.6. Effective Date. This Agreement shall enter into force when signed by both Parties hereto.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY

NAME : Fayza Aboulnaga

TITLE: Minister of State for Foreign Affairs

BY

NAME : Maissa El Gohary

TITLE: Acting Administrator  
Department for Economic  
Cooperation with U.S.A.,  
International Cooperation  
Sector

UNITED STATES OF AMERICA

BY

NAME : C. David Welch

TITLE: Ambassador

BY

NAME : Anne Aarnes

TITLE: Acting Director,  
USAID/Egypt

Implementing Organization

In acknowledgement of the foregoing Agreement, the following representative of the implementing organization has subscribed

his name:

BY : 

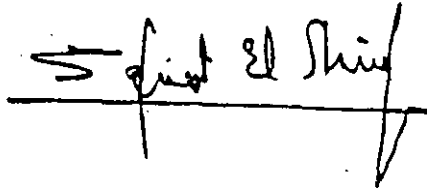
NAME : Dr. Mohamed Awad Tag El Din

TITLE : Minister of Health and Population

Implementing Organization

In acknowledgement of the foregoing Agreement, the following representative of the implementing organization has subscribed

his name:

A handwritten signature in dark ink, appearing to read "Safwat El Sherif", is written over a horizontal line.

BY : \_\_\_\_\_

NAME : Dr. Safwat El Sherif

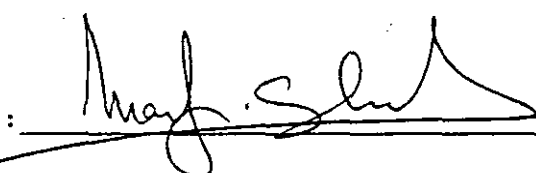
TITLE : Minister of Information

Implementing Organization

In acknowledgement of the foregoing Agreement, the following representative of the implementing organization has subscribed

his name:

BY



NAME : Dr. Mufeed Shehab

TITLE : Minister of Higher Education &  
Minister of State for Scientific Research